



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: SAN JOAQUIN COUNTY OPERATIONAL AREA AGREEMENT

MEETING DATE: AUGUST 18, 1993

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Approval of a motion authorizing the City Manager to sign the San Joaquin County Operational Area Agreement.

BACKGROUND INFORMATION: The San Joaquin County Board of Supervisors recently approved the San Joaquin Operational Area Agreement and invited cities and special districts to participate. By signing the agreement, the City of Lodi will have representation on the Operational Area Steering Committee and in disaster training and exercise activities. It will also provide for the purchase of materials on our behalf during local emergencies, which will reduce staff work for us and allow bulk purchases during disasters.

The concept of Operational Areas is defined in the California Emergency Services Act and is a very good idea in my opinion. It basically provides for the cooperation of governmental agencies within a large geographical boundary during preparation for and the time of disasters. We currently use this concept within the County for management of emergency resources. The signing of this agreement will solidify our efforts and improve our joint disaster planning and response activities. There is no cost to us except for the staff that will be in the Emergency Operations Center during emergencies and for the training and exercises.

FUNDING: none required

Respectfully submitted,

Larry F. Hughes

Larry F. Hughes
Fire Chief

APPROVED: _____

Thomas A. Peterson
THOMAS A. PETERSON
City Manager



CCTB

A-93-536

**AGREEMENT FOR PARTICIPATION IN SAN JOAQUIN
OPERATIONAL AREA ORGANIZATION**

This Agreement is made this ____ day of MAY 25 1993, 1993, by and between the County of San Joaquin, hereinafter referred to as "**COUNTY**", and the cities of Stockton, Lodi, Tracy, Lathrop, Manteca, Escalon, and Ripon, hereinafter referred to as "**CITIES**".

RECITALS:

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other natural or manmade disaster causes all governmental entities within San Joaquin County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

WHEREAS, greater efficiency, planning, and response can be achieved by joining the efforts of the **CITIES**, special districts, and the **COUNTY** together in pre-disaster agreements; and

WHEREAS, The California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for both county and city governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources;

THE PARTIES AGREE AS FOLLOWS:

**1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA
FOR EMERGENCY SERVICES**

The parties to this Agreement recognize an Operational Area, as that term is defined in the California Emergency Services Act (Government Code Section 8550 et seq.) which designates an intermediate level of organization, cooperation, and planning between public entities within San Joaquin County boundaries. The parties agree to participate in the organizational structure which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests in order to foster effective flow of disaster information and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. Each of the parties to this Agreement will designate individuals to be trained to staff the Operational Area Organization. Parties to this Agreement will be eligible to participate in the consolidated purchasing process outlined in the

Operational Area Organization procedures. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to speak on behalf of the party at the Operational Area Organization.

In the event of an energy shortage emergency the parties will act in accordance with the actions determined by the Operational Area Organization to meet such emergencies.

2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under the Agreement. There shall not be any monetary compensation required from any party to another party.

3. AGREEMENT STEERING COMMITTEE

An Operational Area Agreement Steering Committee is hereby established which consists of one representative of each of the party jurisdictions to this Agreement. It will be the responsibility of the Steering Committee to set the policies and procedures for the governing of the Committee and the operation of the Operational Area. The Steering Committee shall approve the Operational Area Organizational structure. COUNTY will supply staff support for the Committee.

4. MULTI-AGENCY COORDINATION SYSTEM

The Operational Area Organization and procedures will be based on the Multi-Agency Coordination System (M.A.C.S.) originally developed by the FIREScope Advisory Committee. The San Joaquin County Coordinator of Emergency Services, and his designated alternates, will act as the Operational Area M.A.C.S. Coordinator.

5. PROVISION OF FACILITIES AND SUPPORT

The COUNTY shall provide the Emergency Operations Center located on the sixth floor of the County Courthouse as the site for the Operational Area Organization. The COUNTY will provide EOC support staff and all necessary supplies for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall provide staff for the decision making and operational positions of the Operational Area Organization.

6. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all the parties until 2010. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

7. **WITHDRAWAL OF PARTY**

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 30 days prior written notice to the other parties.

8. **ADDITIONAL PARTIES**

Additional parties, who are public entities, including special districts, within the geographical boundaries of San Joaquin County, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty days following notification by the new party to all other parties, of the execution of the Exhibit. Thereafter, the entity shall be considered to be a party to this Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives the others notice of its objection to the addition of the particular entity becoming a member to the Agreement, within the thirty day notice period, the addition of such party to the Agreement shall require the unanimous consent of the then member parties.

9. **INDEMNIFICATION AND HOLD HARMLESS**

Each of the party's agrees to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequence of the acts or omissions of the indemnifying party's own employees and agents in the performance of this Agreement.

10. **SALARIES, EMPLOYMENT AND WORKER'S COMPENSATION BENEFITS**

The salaries, employment and Worker's Compensation benefits of each employee participating in the Operational Area Organization shall be the responsibility of the party employing the individual.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By 

Deputy Clerk



COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By 

WILLIAM N. SOUSA, Chairman
Board of Supervisors

APPROVED AS TO FORM:
JOHN F. CHEADLE
County Counsel

By Rebecca Davis
REBECCA DAVIS
Deputy County Counsel

ATTEST:

CITY OF STOCKTON

By _____

By _____

Title _____

APPROVED AS TO FORM:
R. THOMAS HARRIS
City Attorney

By _____
Bart J. Thiltgen
Deputy City Attorney

ATTEST:

CITY OF LODI

By _____
Jennifer Perrin
City Clerk

By _____

Thomas A. Peterson
Title _____
City Manager

ATTEST:

CITY OF TRACY

By _____

By _____

Title _____

ATTEST:

By _____

CITY OF LATHROP

By _____

Title _____

ATTEST:

By _____

CITY OF MANTECA

By _____

Title _____

ATTEST:

By _____

CITY OF ESCALON

By _____

Title _____

ATTEST:

By _____

CITY OF RIPON

By _____

Title _____

STATE EMERGENCY PLAN

OFFICE OF EMERGENCY SERVICES

Part of the Governor's office, the primary state agency in the coordination and administration of statewide operations to support local jurisdictions' emergency planning and response.



OPERATIONAL AREA

An intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county.

OPERATIONAL AREA COORDINATOR

The individual within the operational area responsible for a specific function such as law enforcement, coroner's services, or emergency medical services.

PLAN

As used by OES, a document which describes the broad, overall jurisdictional response to potential extraordinary emergencies or disasters.

PLANNING ZONE

A subdivision of a county consisting of a city, a city and its sphere of influence in adjacent unincorporated areas, a portion of the unincorporated area of a county, a military installation, or a state facility such as a correctional institution.

POLITICAL SUBDIVISION (State definition)

Any city, city and county, county, district, or other local government agency or public agency authorized by law.

POLLUTION INCIDENT

Any significant concentration of pollutant that poses a substantial threat to public health.

POWER FAILURE

Any interruption in the generation or transmission of electrical power caused by accident, sabotage, natural hazards, equipment failure, or fuel shortage.

PREPAREDNESS--See Comprehensive Emergency Management

PROTECTION FACTOR

A number used to compare the relationship between the amount of radiation an unprotected person would receive with the amount a sheltered person would receive.